

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE <div style="text-align: center;">J</div>		PAGE OF PAGES <div style="text-align: center;">1 10</div>	
2. AMENDMENT/MODIFICATION NO. <div style="text-align: center;">0001</div>		3. EFFECTIVE DATE <div style="text-align: center;">31-Mar-2004</div>		4. REQUISITION/PURCHASE REQ. NO. W62N6M-4014-3671		5. PROJECT NO.(If applicable)	
6. ISSUED BY USACE SACRAMENTO DISTRICT ATTN: CONTRACTING DIVISION 1325 J STREET SACRAMENTO CA 95814-2922		CODE <div style="text-align: center;">W91238</div>		7. ADMINISTERED BY (If other than item 6) <div style="text-align: center; font-weight: bold;">See Item 6</div>			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X 9A. AMENDMENT OF SOLICITATION NO. W91238-04-B-0004			
				X 9B. DATED (SEE ITEM 11) 19-Mar-2004			
				10A. MOD. OF CONTRACT/ORDER NO.			
				10B. DATED (SEE ITEM 13)			
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Project Title: USFWS Compliance Operations A. This amendment incorporates changes made to the Scope of Work in Section C. B. All other terms and conditions remain unchanged. C. The point of contact is TJ Kamenitzer at 916-557-7456.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 31-Mar-2004	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been added by full text:

SCOPE OF WORK 31 MARCH 2004

SCOPE OF WORK

SUBJECT: Biological Studies in Support of Endangered Species Act Compliance for Routine Operation of Isabella Dam and Lake, California.

1. DESCRIPTION OF SERVICES. This contract is for products and services in support of U.S. Army Corps of Engineers (Corps) compliance with the terms and conditions of the U.S. Fish and Wildlife Service's (USFWS) May 16, 1996, biological opinion for 1996 operation of Isabella Dam and Lake, and the USFWS's April 18, 1997, and June 14, 2000, biological opinions for long-term operation of Isabella Dam and Lake. To minimize the effects of the proposed water and land management actions on the southwestern willow flycatcher (flycatcher) (*Empidonax traillii extimus*) and least Bell's vireo (vireo) (*Vireo bellii pusillus*) in the South Fork Kern River Valley upstream of Isabella Dam and Lake, the Contractor shall carry out current level of demographic surveys for the flycatcher and vireo, carry out the current level of brown-headed cowbird (cowbird) (*Molothrus ater*) point-count survey and control, and evaluate the habitat characteristics and suitability for the flycatcher and vireo in the study area.

2. GENERAL CONTRACT REQUIREMENTS. The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. All persons working with flycatchers are required to possess a federal endangered species 10(a)(1)(A) permit from the USFWS. Only individuals listed by name on this permit are authorized to conduct activities pursuant to this scope of work. All permittees conducting surveys or monitoring flycatcher nests also must attend a USFWS sanctioned flycatcher survey-training workshop. All banding and color-banding shall be conducted under a valid Federal Migratory Bird Banding Permit with auxiliary marking authorization. California Department of Fish and Game (DFG) permits may also be required. Any permits and formal training necessary to perform work under this contract shall be in place prior to beginning fieldwork. Copies of required permits shall be presented to the Corps upon request.

The Contractor shall inform the Southern Sierra Research Center (telephone: 760-278-2402) of any fieldwork to be conducted prior to performance of work under this contract.

The work to be performed under this contract is within the boundaries of public recreation and ecological areas. The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence.

The Contractor shall ensure that all phases of flycatcher, vireo, and cowbird surveys, research and management conducted within this scope of work are based on good science and are executed in a cost-effective manner. The Contractor shall be responsible for the accuracy and completeness of the data requested within this scope of work, and for any liability resulting from the Government's reliance on data that is found inaccurate or incomplete. The Contractor shall promptly advise the Corps' Environmental Manager of any significant developments encountered in performance of work under this contract.

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with Corps employees, USFWS, USDA Forest Service, Kern River Watermaster, and other Corps contractors, and shall carefully adapt scheduling and performance of work under this contract to accommodate the additional work being performed by other contractors. The Contractor shall

not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

All data, reports, maps, and materials produced under or relative to this scope shall become the property of the Corps and shall not be released to other agencies or their representatives or to members of the public without consent of the Corps.

3. LOCATION. All work to be performed under this contract is located within the South Fork Kern River Valley, Kern County, California. Unless otherwise specified per paragraph 5, Task Descriptions, the study area shall be identified as the riparian habitat sites within the boundaries of California Audubon's Kern River Preserve (KRP), USDA Forest Service's South Fork Wildlife Area (SFWA) and DFG's Canebrake Ecological Reserve (CER). The Corps shall provide the Contractor aerial maps and photographs of the study area upon request.

4. PERIOD OF PERFORMANCE. The contract will contain a base period that commences on the day of contract award, estimated to be during the first week of May 2004, and ends on 30 September 2004. The contract will also include four (4) option years that run from 1 October 2004 – 30 September 2005, 1 October 2005 – 30 September 2006, 1 October 2006 – 30 September 2007, and 1 October 2007 – 30 September 2008.

5. TASK DESCRIPTIONS. During the base period, the Contractor will perform tasks 1 – 5. During the option years, the Contractor will perform tasks 1 – 8. The tasks 6 – 8 are based on the information gathered during the contract period that immediately precedes the period that tasks 6 – 8 are to be submitted. The Contractor shall perform following tasks in accordance with the specific instructions provided below and per paragraph 6, Schedule; and paragraph 7, Deliverables:

Task 1. Coordination Meetings, Monthly Status Reports and Raw Data Sheets. The Contractor shall participate in coordination meetings and provide monthly status reports to the Corps' technical point of contact as indicated in paragraph 10. The coordination effort shall include at least two formal and/or informal meetings (pre-work and post-work meetings) and frequent telephone/e-mail discussions with Corps staff, USFWS, U.S. Forest Service, Kern River Watermaster, and/or other Corps contractors. These discussions may include a review of contract requirements, study design and location, review and approval of data recording forms, and a review of maps and data results to ensure that the Corps has a complete and accurate record of all flycatcher, vireo, and cowbird research and management work conducted within the study area. The Contractor must provide a monthly status report summarizing all field activities (status of surveys, findings, issues, etc.) on the last day of each month fieldwork is conducted. All raw data sheets must be submitted during the post-work meeting. Copies of the monthly status reports and raw data sheets shall be provided to the Corps per paragraph 6, Schedule; and paragraph 7, Deliverables.

Task 2. Flycatcher/Vireo Population Monitoring. The Contractor shall conduct the current level of population monitoring for flycatchers in accordance with general survey protocol developed by Sogge et al. (1997). Vireos are not known to nest in the study area. However, presence/absence surveys for vireos shall also be conducted in appropriate riparian habitat areas at the SFWA and the KRP. The goals of the survey are to determine the total number of male/female flycatchers and vireos, the number of flycatcher territories and/or pairs, the breeding status of the flycatcher and vireo, the number of flycatcher and vireo nests found, and to identify suitable flycatcher and vireo habitat within the study areas. The locations of all flycatcher and vireo detections, nests, and unoccupied suitable habitat sites sampled will be documented using Global Positioning System (GPS). The survey areas include the KRP and the SFWA (all riparian habitat areas from, and including the South Fork Ditch westward to the KRP boundary). Using a tape recording of a singing male flycatcher, the Contractor shall conduct three surveys approximately 3 weeks apart (May, June, and July), beginning after the arrival of the first nesting flycatchers in mid-May. Tapes shall be used only until individuals have been initially located and not used to elicit further behavior.

If flycatchers or vireos are identified, the Contractor shall carefully search (from a distance with binoculars) all potential habitat areas to identify evidence of possible breeding activity (for example, the presence of singing males). The Contractor shall record behaviors such as territorial defense, carrying nest material, and feeding fledged young, as well as record other pertinent observations made during the monitoring effort. The GPS coordinates shall be recorded for each detection and nest. Survey information shall be transmitted on data forms approved and provided to the Corps per paragraph 6, Schedule; and paragraph 7, Deliverables.

The Contractor shall additionally determine if birds are marked (banded) with a USFWS leg band and a unique combination of color leg bands so individual birds can be positively identified. If banded birds are sighted, the Contractor shall make reasonable efforts to determine the band combination, noting the number of bands, colors, band location, and sequence on the bird's legs. The Contractor shall attempt to band all unbanded adult birds that exhibit evidence of initiation of breeding and/or territorial behavior. Color-banding schemes shall be coordinated with the flycatcher working group in accordance with the protocols prescribed in the USFWS's 10(a)(1)(A) recovery permit. All banding information will be collected for each bird and transmitted on data forms approved and provided to the Corps per paragraph 6, Schedule; and paragraph 7, Deliverables.

When a territorial bird or nest is located, the Contractor will collect a series of habitat and physical measurements. Measurements will include vegetation characteristics of the site, nest site characteristics, and physical microhabitat measures, such as soil moisture, temperature and weather conditions at the beginning and end of each survey, and proximity to open foraging areas. All habitat and physical measurements collected in a specific territory will also be replicated in a random sample of unused sites of similar structure to assess habitat requirements by flycatchers and vireos. The location of habitat sites sampled shall be recorded using GPS. All habitat and physical measurements shall be transmitted on data forms approved and provided to the Corps per paragraph 6, Schedule; and paragraph 7, Deliverables.

Task 3. Flycatcher Nest Monitoring and Cowbird Egg/Nestling Removal. All identified flycatcher and/or vireo nests shall be checked using guidelines outlined by Rourke et al. (1999) to minimize disturbance to the nests and risk of leading predators to the nests. Cowbird eggs and/or nestlings found in parasitized flycatcher nests shall be removed in a manner that minimizes disturbance to any flycatcher eggs, nestlings, or nesting adults. Replacement of cowbird eggs with dummy eggs (to preclude the abandonment of small clutches) may be done at the discretion of the Contractor. Flycatcher nestlings shall be banded with a USFWS band and one color band when the nestlings are between 7 and 11 days old. Color-banding schemes shall be coordinated with the flycatcher working group in accordance with the protocols prescribed in the USFWS's 10(a)(1)(A) recovery permit and the Federal Migratory Bird Banding Permit with auxiliary marking authorization.

Data recorded shall include nest identity and location using GPS, number of initiated nests, number of successful nests, nest fate, Mayfield nest success, number of eggs laid, number of eggs hatched, number of young fledged, and the timing of the fledge (early or delayed). Any evidence of nest parasitism or predation shall be recorded, as well as habitat and physical measurements of the nest site. Nest monitoring data shall be transmitted on data forms approved and provided to the Corps per paragraph 6, Schedule; and paragraph 7, Deliverables.

Task 4. Cowbird Population Monitoring. The Contractor shall conduct the current level of point count census for cowbirds in accordance with survey protocol described by Whitfield (1994), Whitfield and Strong (1995), Whitfield and Enos (1996), and Whitfield (2003). These methods include using 75-point count stations located at 200-meter intervals along riparian forest edges within the KRP and SFWA, and 32-point count stations located along riparian forest edges within the CER. The Corps shall provide the GPS coordinate of each point count station location to the Contractor at the pre-work meeting. All points shall be censused three times during the flycatcher-breeding season beginning in May and ending in mid-July. Data recorded at each station shall include the number, sex, and relative age (juvenile or adult) of cowbirds heard or seen during a 10-minute period. All other bird species detected during the census shall also be recorded. Point count census data for cowbirds shall be transmitted on data forms approved and provided to the Corps per paragraph 6, Schedule; and paragraph 7, Deliverables.

Task 5. Cowbird Control Program. The Contractor shall conduct the current level of cowbird control in the identified areas similar to the control effort that currently occurs for cowbirds. Approximately 10 cowbird traps (e.g., 2x2x2.5-meter modified Australian Crow Traps) shall be placed and monitored. The Corps shall provide the

GPS coordinate of each cowbird trap location to the Contractor at the pre-work meeting. The Contractor shall check traps at least once daily, and remove and appropriately dispose of both male and female cowbirds caught in the traps. Data recorded at each trap shall include the number, sex, and relative age (juvenile or adult) of cowbirds trapped, and the number and identification of all non-target species trapped. Cowbird control field data shall be transmitted on data forms approved and provided to the Corps per paragraph 6, Schedule; and paragraph 7, Deliverables.

Note: There are ethical and animal care issues related to cowbird control. The Contractor shall, at a minimum, follow regulation and policy guidance provided in the appropriate sections of the Fish and Game Code regarding care and disposal of trapped cowbirds. Shooting cowbirds as a supplement to the cowbird control program is not included as work to be accomplished under this contract.

Task 6. Draft Report: Summary of Flycatcher/Vireo/Cowbird Population Surveys, Flycatcher Nest Monitoring, and Cowbird Control. The results of the flycatcher/vireo/cowbird population surveys, flycatcher nest monitoring, and cowbird control effort (Basic Tasks 2 – 5) shall be presented in a written draft report and provided per paragraph 7, Deliverables. At a minimum, the draft report shall include:

- **Abstract or summary** of the purpose of the biological studies, the data results related to the goals of the studies, and major conclusions derived.
- **Introduction** to address the purpose(s) or objective(s) of the studies, background or knowledge which already exists, and the specific purpose of the studies.
- **Study area(s)** location and qualitative description of the plant communities (including dominant species and habitat quality) on and adjacent to the study area as it relates to the studies. Maps and/or aerial photographs of the study area(s) shall accurately identify the location of boundaries, roads, streams and water bodies, and pertinent habitat corridors.
- **Methods** in accordance to required protocols, materials and how they were used, and where and when the studies were conducted. The Contractor shall provide a complete description of survey, population and nest monitoring, banding, vegetation data collection and cowbird control methods, including the names of personnel conducting the activities; the number of acres surveyed per biologist per survey-day; the number, dates, and times of surveys; survey routes; and the temperature and weather conditions at the beginning and end of each survey. Maps and/or aerial photographs of the study area(s) shall accurately identify the location of point count stations and cowbird traps.
- **Results** that summarize all field work data as requested in Tasks 2 – 5. Estimate overall population sizes and female cowbird abundance, and provide information on parasitism rates.
- **Discussion** that emphasizes the interpretation of the data and relates the interpretation of data to existing knowledge. Use the data to determine population trends and reproductive success rates through comparisons of the results summarized from the current field season with population and nest monitoring results from previous years. This comparison shall include previous and concurrent findings of other population studies conducted by other biologists working within the Kern River Valley. The Contractor shall correlate the efficacy of cowbird control efforts to flycatcher productivity. Flycatcher/vireo populations with cowbird control shall also be compared with similar populations that have no cowbird control. The Contractor shall also discuss habitat affinities, dispersal, and comparison of vegetation usage by flycatchers and vireos.

- **Conclusion and/or Recommendations** that evaluate the success of cowbird control efforts and provides adaptive management recommendations that take into account the important factors affecting the flycatcher/vireo population in the Kern River Valley. Such factors include the population's current trend (increasing, stable, or decreasing), the potential for growth afforded by a population's current and anticipated habitat availability, the population's relationship to productivity and parasitism, and the effectiveness of the cowbird control program under local conditions. The Contractor shall also address flycatcher and vireo management concerns and needs as elated to the Contractor by the Corps.
- **Citations** that list all literature and personal communications cited in the study. This section shall include previous and concurrent population studies conducted by other biologists working within the Kern River Valley.

The draft report shall be complete in all aspects, have no typographical errors or missing data, use correct grammar and acceptable style for biological studies, and constitute a product that the Contractor has edited and approved for submittal to meet contractual requirements.

Task 7. Draft Report Technical Review. The Contractor shall provide technical review of one (1) draft report on flycatcher and vireo studies conducted by other researchers in areas other than the study area. The written technical comments on the draft reports shall be provided to the Corps per paragraph 7, Deliverables.

Task 8. Final Report: Summary of Flycatcher/Vireo/Cowbird Population Surveys, Flycatcher Nest Monitoring, and Cowbird Control. The Task 6 draft report shall be revised to incorporate or address, as appropriate, review comments provided by the Corps. The product shall be a final report. The Contractor shall be responsible for making any changes to the final report due to carelessness or negligence on the part of the Contractor, at no additional cost to the Government. The final report shall be provided per paragraph 7, Deliverables.

6. SCHEDULE. Contractor submittals are itemized below:

Base Period

Tasks	Description	Date to be Completed
1	Meetings, monthly status reports and raw data sheets	1 September 2004
2	Flycatcher/vireo population monitoring and data submittal	1 August 2004
3	Flycatcher nest monitoring and cowbird egg/nestling removal and data submittal	1 September 2004
4	Cowbird population monitoring and data submittal	15 July 2004
5	Cowbird control program and data submittal	15 August 2004

Option Years

Tasks	Description	Option 1	Option 2	Option 3	Option 4
1	Meetings, monthly status reports and raw data sheets	1 Sep 2005	1 Sep 06	1 Sep 07	1 Sep 08
2	Flycatcher/vireo population monitoring and data submittal	1 Aug 2005	1 Aug 06	1 Aug 07	1 Aug 08
3	Flycatcher nest monitoring and cowbird egg/nestling removal and data submittal	1 Sep 2005	1 Sep 06	1 Sep 07	1 Sep 08
4	Cowbird population monitoring and data submittal	15 Jul 2005	15 Jul 06	15 Jul 07	15 Jul 08
5	Cowbird control program and data submittal	15 Aug 2005	15 Aug 06	15 Aug 07	15 Aug 08
6	Draft Report: Summary of Flycatcher/ Vireo/Cowbird Population Surveys, Flycatcher Nest Monitoring, and Cowbird Control	1 Dec 2004	1 Dec 05	1 Dec 06	1 Dec 07
7	Draft Report Technical Review	1 Jan 2005	1 Jan 06	1 Jan 07	1 Jan 08
8	Final Report: Summary of Flycatcher/ Vireo/Cowbird Population Surveys, Flycatcher Nest Monitoring, and Cowbird Control	1 Feb 2005	1 Feb 06	1 Feb 07	1 Feb 08

7. DELIVERABLES. All deliverables shall be provided to the technical point of contact as designated in paragraph 10, Points of Contact.

Permits. The Contractor shall obtain all permits necessary to conduct flycatcher surveys, nest monitoring, and banding. A copy of all permits required to perform work within this scope shall be mailed to the following address:

**US Army Corps of Engineers, Sacramento District
Attention: CESP-K-PD-R, Mitch Stewart
1325 J Street
Sacramento, CA 95814-2922**

Monthly Status Reports. A monthly status report (Task 1) summarizing all field activities (status of surveys, findings, issues, etc.) shall be submitted on the last day of each month fieldwork is conducted. Monthly status reports shall be transmitted electronically to the following address:

mitch.w.stewart@usace.army.mil

Data Submittal. Field season data (Tasks 2 – 5) collected by the Contractor shall include banding information, habitat and physical measurements, GPS data, nest monitoring data, point count census data for cowbirds, and cowbird control field data. All information shall be transmitted electronically (e.g., pdf files) upon completion of task on data forms approved and provided to the Corps at the following address:

mitch.w.stewart@usace.army.mil

All GPS data shall be submitted as exportable GPS files in ASCII format. Coordinates must be in the UTM Zone 11 coordinate system, NAD-27 or NAD-83 datum, and meters (feet in parentheses). Horizontal accuracy must be +/-10 meters. In the event uncorrected GPS positions do not meet this requirement, the Contractor must differentially correct positions to within +/- 10 meters horizontal accuracy.

Raw Data Sheets. The raw data sheets from field trips shall be submitted at the post-work meetings.

Draft Report. Two (2) copies of the draft report (Task 6) shall be submitted. One (1) 8½ x 11-inch draft report shall be single-sided and stapled in the upper left hand corner. One (1) 8½ x 11-inch draft report shall be provided as an unstapled, unbound, and single-sided master.

Technical Review Draft Report. One (1) technical review of one (1) draft reports on flycatcher and vireo studies conducted by other researchers in areas other than the study area (Task 7). Technical comments shall be e-mailed to the following address:

mitch.w.stewart@usace.army.mil

Final Report. Ten (10) copies of the final report (Task 8) shall be submitted. Nine (9) 8½ x 11-inch final reports shall be double-sided and spiral bound unless the Corps and Contractor mutually agree to a different finish. They shall also have a cover sheet. In addition, one (1) 8½ x 11-inch unstapled, single-sided master shall be provided. One (1) Compact Disc shall also be provided with the final report installed in its entirety.

8. INVOICES. Invoices for payment shall be submitted upon completion of tasks as outlined in the pricing schedule. Invoices shall include all necessary information, including any necessary supporting documentation, and shall be submitted to:

Original and one copy, including all receipts:

**USAED, FINANCE CENTER
ATTN: CEFC-AO-P
5270 Integrity Drive
Millington, TN 38054-5005**

One copy:

**US Army Corps of Engineers, Sacramento District
Attention: CESPCK-CT, Thomas J Kamenitzer
1325 J Street
Sacramento, CA 95814-2922**

One copy:

**US Army Corps of Engineers, Sacramento District
Attention: CESPCK-PD-R, Mitch Stewart
1325 J Street
Sacramento, CA 95814-2922**

9. CONTRACT PAYMENTS. The Government shall pay the Contractor upon submission of proper invoices for services delivered and accepted for the portion of the work actually performed under the line item. The price for this work will include a payment schedule based on line item deliveries, not a percentage of completion. Payment shall be made for deliverables invoiced in accordance with the agreed upon schedule. The Government must accept Deliverables before payment will be made.

10. POINTS OF CONTACT. The technical point of contact is Mr. Mitch Stewart, (Environmental Planning Section), the Corps' Environmental Manager, 916-557-6734, mitch.stewart@usace.army.mil, or surface mail (U.S. Army Corps of Engineers, 1325 J Street, CESPCK-PD-R, Sacramento, California 95814-2922).

The contractual point of contact is Mr. Thomas Kamenitzer, Contract Specialist, 916-557-7456, thomas.j.kamenitzer@usace.army.mil.

11. AUTHORITIES. The contractor shall take no direction from any Government employee or any other person other than the Contracting Officer that changes the terms and conditions of this contract action, the scope, or any change that impacts the cost/price or schedule. Changes authorized by the Contracting Officer will be in the form of a written, official, signed modification to the contract action received by the contractor before the contractor will act upon those changes. The contractor will comply with the Changes Clause of this contract when the contractor believes direction has been given from persons other than the Contracting Officer that equate to a change by notifying the Contractor Officer. Any direction given by any Government employee or any other person outside their authority must be reported to the Contracting Officer. Contracting Officer Representatives (CORs) are limited to the authorities stated in the COR appointment letters.

12. QUALITY ASSURANCE. The contractor is responsible for assuring the quality of work performed under this contract.

LITERATURE CITED

- Rourke, J.W., T.D. McCarthey, R.F. Davidson, and A.M. Santaniello. 1999. Southwestern Willow Flycatcher Nest Monitoring Protocol. Nongame and Endangered Wildlife Program Technical Report 144. Arizona Game and Fish Department, Phoenix, Arizona.
- Sogge, M.K., R.M. Marshall, S.J. Sferra, and T.J. Tibbitts. 1997. A Southwestern Willow Flycatcher Natural History Summary and Survey Protocol. Technical Report NPS/NAUCPRS/NRTR-97/12. USGS Colorado Plateau Research Station, Northern Arizona University, Flagstaff, Arizona.
- Whitfield, M.J. 1994. A Brown-Headed Cowbird Control Program and Monitoring Program for Willow Flycatchers, South Fork Kern River, California. Prepared for the California Department of Fish and Game, Kern River Research Center, Weldon, CA.
- Whitfield, M.J. 2003. Southwestern Willow Flycatchers Monitoring and the Removal of Brown-Headed Cowbirds on the South Fork Kern River, California in 2002. Final Report prepared for the U.S. Army Corps of Engineers, Sacramento District, Sacramento, CA.
- Whitfield, M.J. and K.M. Enos. 1996. A Brown-Headed Cowbird Control Program and Monitoring for the Southwestern Willow Flycatcher, South Fork Kern River, California, 1996. Draft report prepared for the U.S. Army Corps of Engineers, Sacramento District, Sacramento, CA.
- Whitfield, M.J. and C.M. Strong. 1995. A Brown-Headed Cowbird Control Program and Monitoring Program for Willow Flycatchers, South Fork Kern River, California. Bird and Mammal Conservation Program Report 95-4. Prepared for California Department of Fish and Game, Sacramento, CA.

The following have been deleted:

SCOPE OF WORK

(End of Summary of Changes)